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**UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA  
WESTERN DIVISION (LOS ANGELES)**

OCEAN S., et al.,

Plaintiffs,

v.

LOS ANGELES COUNTY, et al.,

Defendants.

Case No. 2:23-cv-06921-JAK-E

**STIPULATED PROTECTIVE  
ORDER**

Before: Magistrate Judge Charles F.  
Eick

1     **I.   PURPOSES AND LIMITATIONS**

2           Discovery activity in the above-captioned action (the “Action”) is likely to  
3 involve production of confidential and private information. On November 20, 2023,  
4 this Court determined that the protection of the individual Plaintiffs’ identities is  
5 warranted and issued an order allowing them to proceed using pseudonyms. The  
6 Court ordered the Parties to meet and confer regarding a protective order to protect  
7 the individual Plaintiffs’ identities from disclosure. Accordingly, the Parties hereby  
8 stipulate to and petition the Court to enter this Stipulated Protective Order (“Order”).  
9 The Parties have agreed to be bound by the terms of this Order in this Action to  
10 facilitate discovery and to protect the respective interests of the Parties or interested  
11 non-parties in their confidential or private information. The Parties acknowledge that  
12 this Order does not confer blanket protections on all disclosures or responses to  
13 discovery and that the protection it affords from public disclosure and use extends  
14 only to Protected Material, as herein defined.

15           The Parties further acknowledge, as set forth in Section IX, below, that this  
16 Order does not entitle them to file confidential information under seal; Local Rule 79-  
17 5 and this Court’s civil standing order set forth the procedures that must be followed  
18 and the standards that will be applied when a Party seeks permission from the Court  
19 to file material under seal.

20           Nothing in this Order authorizes the Parties to disclose non-parties’ Protected  
21 Material without compliance with applicable laws.

22     **II.   GOOD CAUSE STATEMENT**

23           There is good cause for this Order. This action is likely to involve confidential  
24 personal data for which special protection from public disclosure is warranted. The  
25 individual Plaintiffs and purported class members are youth aged 16-21 who are or  
26 were in foster care under the jurisdiction of the Los Angeles County Juvenile court  
27 and the care and supervision of the DCFS pursuant to Cal. Welf. & Inst. Code § 303.  
28 This Action is likely to involve official child welfare records and Juvenile Court

1 records that are confidential pursuant to Cal. Welf. & Inst. Code § 827 and § 10850.  
2 Those records likely will include personally identifiable information, as well as other  
3 potentially confidential information such as education records, and medical and  
4 mental health records for youth involved in the foster care system and their families.  
5 This Action is also likely to involve disclosure of records or information that is  
6 generally unavailable to the public, or which may be privileged or otherwise protected  
7 from disclosure under state or federal statutes, court rules, case decisions, or common  
8 law. This action also may involve juvenile court records, juvenile case files,  
9 education records, medical records, mental health records, public social services  
10 records, and other confidential records of transition age youth involved in the foster  
11 care system and their families. This action is also likely to involve disclosure of  
12 records deemed confidential pursuant to several laws and regulations including, but  
13 not limited to, Cal. Welf. & Inst. Code §§ 362.5, 827, 5328, and 10850, Cal. Civ. C.  
14 §§ 56.10, et seq., Cal. Civ. Code section 1798 et seq. (the Information Practices Act  
15 of 1977), Cal. Health & Safety Code section 11845.5, Cal. Education Code sections  
16 49075 & 49076, and 45 C.F.R. §§ 160.103 and 164.512(e) of the Privacy Regulations  
17 issued pursuant to the Health Insurance Portability and Accountability Act of 1996  
18 (“HIPAA”), the federal Drug Abuse Office and Treatment Act of 1972 (PL 92–255),  
19 the federal Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment,  
20 and Rehabilitation Act of 1970 (PL 91–616), and the federal Family Educational  
21 Rights and Privacy Act (“FERPA”), 20 U.S.C. § 1232g.

22 The Parties agree that disclosure of confidential juvenile court records in this  
23 litigation may require the parties to seek relief before the relevant juvenile courts,  
24 which relief the Parties shall seek, if appropriate, in compliance with applicable  
25 statutes, including but not limited to Cal. Welfare and Institutions Code Section 827.  
26 Accordingly, to facilitate the prompt resolution of disputes over confidentiality of  
27 discovery materials, to adequately protect information the Parties are entitled to keep  
28 confidential, to ensure that the Parties are permitted reasonable necessary uses of such

1 material in preparation for and in the conduct of trial, to address the Parties' handling  
2 of such material at the end of the litigation, to provide the Parties with the ability to  
3 prepare their claims and defenses and identify relevant records, to facilitate the  
4 exchange of information and discovery, and to protect the confidentiality interests of  
5 Plaintiffs and the putative class they purport to represent, as well as interested non-  
6 parties, a protective order is warranted at this time.

### 7 **III. DEFINITIONS**

8       3.1 Personally Identifiable Information: All "information that identifies,  
9 relates to, describes, or is capable of being associated with, a particular individual,  
10 including, but not limited to, his or her name, signature, social security number,  
11 physical characteristics or description, address, telephone number, passport number,  
12 driver's license or state identification card number, insurance policy number,  
13 education, employment, employment history, bank account number, credit card  
14 number, debit card number, or any other financial information, medical information,  
15 or health insurance information." Cal. Civ. Code § 1798.80(e). Personally  
16 Identifiable Information does not include publicly available information that is  
17 lawfully made available to the general public from federal, state, or local government  
18 records or otherwise, provided the use of any publicly available information in this  
19 Action is done in compliance with the Court's Order on Plaintiffs' Motion for Leave  
20 to Proceed Using Pseudonyms (Dkt. 47).

21       3.2 Confidential Information: All Personally Identifiable Information of  
22 Plaintiffs, putative and certified class members, and other individuals; information  
23 that qualifies for protection under Federal Rule of Civil Procedure 26(c) and as  
24 specified above in the Good Cause Statement; and any other information that is  
25 protected or restricted from disclosure by statute or regulation, but which a party is  
26 seeking in connection with this case, including without limitation the provisions of  
27 Cal. Welf. & Inst. Code sections 362.5, 827, 5238 and 10850, Cal. Civ. Code  
28 sections 56.10 et seq. and 1798 et seq., Cal. Health & Safety Code § 11845.5, Cal.

1 Education Code §§ 49075 & 49076, 45 C.F.R. §§ 160.103 and 164.512(e) of  
 2 HIPAA, the federal Drug Abuse Office and Treatment Act of 1972 (PL 92–255), the  
 3 federal Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment, and  
 4 Rehabilitation Act of 1970 (PL 91–616), and the federal Family Educational Rights  
 5 and Privacy Act, 20 U.S.C. § 1232g.

6 3.3 Discovery Material: All information (regardless of how it is generated,  
 7 stored or maintained) that is produced or generated in discovery in this matter,  
 8 including written discovery responses.

9 3.4 Party: Any party to this Action, collectively the Parties.

10 3.5 Privileged Material: Discovery Material that is protected from  
 11 disclosure by the attorney-client privilege, work product doctrine, or other  
 12 applicable privilege or doctrine.

13 3.6 Protected Material: All Discovery Material that is Personally  
 14 Identifiable Information or Confidential Information. If a Party determines that  
 15 information not defined as Protected Material should be covered by this Order, the  
 16 Parties shall negotiate the appropriateness of that request in good faith and endeavor  
 17 to resolve any dispute prior to the production of that information. Nothing herein  
 18 shall waive or limit a Party’s right to seek additional relief as to the scope of what  
 19 constitutes Protected Material.

20 3.7 Qualified Person: A “Qualified Person” as defined in Section 8.2.

#### 21 **IV. SCOPE**

22 This Order authorizes the Parties to:

23 1) Designate Protected Material as subject to the terms, limitations and  
 24 requirements of this Order;

25 2) Disclose and/or produce Protected Material in this Action, upon  
 26 compliance with this Order.

27 To the extent that HIPAA, FERPA, and the Comprehensive Alcohol Abuse  
 28 and Alcoholism Prevention, Treatment, and Rehabilitation Act of 1970 allow the

1 disclosure of information pursuant to a court order, this Order constitutes such a  
2 court order and authorizes the disclosure of that information.

3 The Parties acknowledge that other confidentiality protections, including but  
4 not limited to Cal. Welf. & Inst. Code § 827, may apply to Protected Material. This  
5 Protective Order is not intended to resolve any other confidentiality issues and the  
6 Parties explicitly reserve their right to bring disagreements regarding the  
7 applicability or requirements of other confidentiality protections to the Court at a  
8 later date.

9 The protections conferred by this Order cover not only Protected Material, but  
10 also (i) any information copied or extracted from Protected Material; (ii) all copies,  
11 excerpts, summaries, or compilations of Protected Material; and (iii) any testimony,  
12 conversations, or presentations by Parties or their Counsel that might reveal Protected  
13 Material.

14 This Order is subject to the Local Rules of this District, the Court's civil  
15 standing order, and the Federal Rules of Civil Procedure on matters of procedure and  
16 calculation of time periods. Any use of Protected Material at trial shall be governed  
17 by the orders of the trial judge. This Order does not govern the use of Protected  
18 Material at trial and does not serve to waive any evidentiary objections to production  
19 or introduction of Protected Material made prior to or during trial.

## 20 **V. DURATION**

21 The terms of this Order shall survive the termination of the Action after its final  
22 disposition for purposes of enforcing this Order. Even after final disposition of this  
23 litigation, the confidentiality obligations imposed by this Order will remain in effect  
24 until a Designating Party agrees otherwise in writing, if legally permissible, or a court  
25 order otherwise directs.

## 26 **VI. DESIGNATING PROTECTED MATERIAL**

### 27 **6.1 Exercise of Restraint and Care in Designating Material for Protection.**

28 Each Party that designates information or items for protection under this Order must

1 take care to limit any such designation to Protected Material. The designating Party  
2 must designate for protection only those parts of material, documents, items, or oral  
3 or written communications that qualify so that other portions of the material,  
4 documents, items, or communications for which protection is not warranted are not  
5 swept unjustifiably within the ambit of this Order.

6 Mass, indiscriminate, or routinized designations are prohibited unless required  
7 by law. Designations that are shown to be clearly unjustified or that have been made  
8 for an improper purpose (e.g., to unnecessarily encumber the case development  
9 process or to impose unnecessary expenses and burdens on other parties) may expose  
10 the designating Party to sanctions.

11 If it comes to a designating Party's attention that information or items that it  
12 designated for protection do not qualify for protection, that designating Party must  
13 promptly notify all other Parties that it is withdrawing the inapplicable designation.

14 6.2 Manner and Timing of Designations. Except as otherwise provided in  
15 this Order, or as otherwise stipulated or ordered, Protected Material must be clearly  
16 so designated before the material is disclosed or produced. Protected Material may  
17 be designated by the Parties in one or more of the following ways:

18 (a) For documents (apart from transcripts of depositions or discovery  
19 responses), the producing Party shall affix "CONFIDENTIAL SUBJECT TO  
20 PROTECTIVE ORDER" on each page that contains Protected Material in a  
21 conspicuous size and location on the page but without interfering with legibility. If  
22 only a portion or portions of the material on a page qualifies for protection, the  
23 producing Party also must clearly identify the protected portion(s) (e.g., by making  
24 appropriate markings in the margins).

25 A producing Party that makes original documents available for inspection  
26 need not designate them for protection until after the inspecting Party has indicated  
27 which documents it would like copied and produced. During the inspection and  
28 before the designation, all of the material made available for inspection shall be

1 deemed Confidential Information. After the inspecting Party has identified the  
2 documents it wants copied and produced, the producing Party must determine which  
3 documents, or portions thereof, qualify for protection under this Order. Then,  
4 before producing the specified documents, the producing Party must affix  
5 “CONFIDENTIAL SUBJECT TO PROTECTIVE ORDER” to each page that  
6 contains Confidential Information. If only a portion or portions of the material on a  
7 page qualifies for protection, the producing Party also must clearly identify the  
8 protected portion(s) (e.g., by making appropriate markings in the margins).

9 (b) For written discovery responses, the producing Party shall affix  
10 “CONFIDENTIAL SUBJECT TO PROTECTIVE ORDER” next to or above any  
11 response that contains Protected Material.

12 (c) If Protected Material is produced in a format rendering it impractical to  
13 label (e.g., electronically stored information produced in native format or on  
14 electronic media), a producing Party may designate such item as Protected Material  
15 by (1) notifying the receiving Party in a cover letter to the production, (2) affixing  
16 “CONFIDENTIAL SUBJECT TO PROTECTIVE ORDER” to the outside of the  
17 electronic media on which the material is stored, or (3) if applicable, by providing the  
18 appropriate designation as a field within the related load file.

19 (d) For transcripts of deposition testimony, all such testimony shall be  
20 deemed Protected Material only if designated as such. Such designation shall be  
21 specific as to the portions to be designated “CONFIDENTIAL SUBJECT TO  
22 PROTECTIVE ORDER.” Depositions, in whole or in part, shall be designated on the  
23 record as “CONFIDENTIAL SUBJECT TO PROTECTIVE ORDER” at the time of  
24 the deposition. Deposition testimony so designated shall remain Protected Material  
25 until thirty (30) days after delivery of the final transcript by the court reporter. The  
26 Party who wishes to designate deposition testimony as Protected Material shall,  
27 within thirty (30) days after the court reporter issues the final transcript of the  
28 deposition, identify in writing to the other Party or Parties the specific portions of the



1 testimony designated by page and line number for which protection is sought. Only  
2 those portions of deposition testimony designated in writing in accordance with this  
3 subsection shall remain covered by this Order. The failure to identify in writing the  
4 portions of deposition testimony designated shall waive the “CONFIDENTIAL  
5 SUBJECT TO PROTECTIVE ORDER” designation made on the record of the  
6 deposition. In no event shall the rights of non-parties be waived solely by the failure  
7 of a producing Party to designate Protected Material pursuant to this Order.

8       6.3 Inadvertent Failures to Designate. Inadvertent failure to designate  
9 information or items as Protected Material does not, standing alone, waive a Party’s  
10 right to secure protection under this Order for such material, so long as such failure is  
11 corrected within a reasonable time after discovery by the Party. If a Party  
12 inadvertently fails to designate material as Protected Material at the time of  
13 production, it shall take reasonable steps to notify the receiving Party of its failure  
14 within five (5) court days of discovery of the inadvertent failure to designate. The  
15 designating Party shall promptly supply the receiving Party with new copies of any  
16 documents bearing corrected confidentiality designations. Except in the event that  
17 the receiving Party disputes the claim, any documents the producing Party deems to  
18 have been inadvertently disclosed shall be, within five (5) court days, returned or  
19 destroyed, and the receiving Party shall provide a written certification of counsel that  
20 all such disclosed information has been returned or destroyed. Where a receiving  
21 Party disputes the claim, the affected Discovery Material shall be treated as Protected  
22 Material until the dispute is resolved by court order. In no event shall the rights of  
23 non-parties be waived solely by the failure of a producing Party to designate  
24 Confidential Information and Protected Material.

25       6.4 Claw Back of Produced Privileged Material. If corrected within a  
26 reasonable time, the production, whether inadvertent or otherwise, of Privileged  
27 Material shall not constitute a waiver of any applicable privilege or doctrine  
28

1 protecting such material from disclosure. In no event shall the rights of non-parties  
2 be waived by the failure of a producing Party to correct an improper disclosure.

3       Upon identification of any inadvertently produced information and/or  
4 documents, the producing Party shall provide the receiving Party written notification  
5 identifying the document or information that has been inadvertently disclosed and  
6 stating the privilege under which the document or information is allegedly protected.  
7 If a producing Party or non-party notifies the receiving Party that Privileged  
8 Material has been produced, the receiving Party shall, within three (3) business  
9 days, (a) promptly destroy the Privileged Discovery Material or return the Privileged  
10 Material to the producing Party, (b) use its best efforts to retrieve all copies of the  
11 inadvertently disclosed document that the receiving Party disclosed to other persons  
12 or entities, and (c) delete the Privileged Material (and all paper and electronic  
13 copies) from any systems used to house the documents, including document review  
14 databases, e-rooms, email accounts, and any other location that stores the  
15 documents).

16       If the receiving Party disagrees with the contention that the Privileged  
17 Material is protected from disclosure, the receiving Party may move the Court for an  
18 order compelling production of the Privileged Material, which motion shall be filed  
19 under seal, and shall not assert as a ground for entering such an order the fact or  
20 circumstances of the production.

21       The receiving Party may make no use of the Privileged Material during any  
22 aspect of this matter or any other matter, including in depositions or at trial, unless  
23 the documents are later designated by a court as not privileged or protected.

24       Nothing in this Order overrides any attorney's ethical responsibilities to  
25 refrain from examining or disclosing materials that the attorney knows or reasonably  
26 should know to be privileged and to inform the producing Party that such materials  
27 have been produced.

## **VII. CHALLENGING DESIGNATIONS**

A receiving Party may challenge the designation of Protected Material by giving counsel for the designating Party written notice listing the Protected Material the receiving Party challenges and explaining, briefly, the factual and legal basis for the receiving Party's belief that the Protected Material should not be designated Protected Material. Such written notice shall be provided to the producing Party not later than sixty (60) days after the receiving Party received the Protected Material at issue. The Parties shall attempt to resolve each challenge in good faith and must begin a meet and confer process under Local Rule 37-1, et. seq., or under procedures otherwise laid out by the Court. If the Parties cannot agree on the designation of any Protected Material within thirty (30) days after counsel for the receiving Party sends such written notice, the receiving Party may file a motion seeking resolution of the issue with the Court, subject to the provisions of this Order governing the filing of Protected Material. The burden of persuasion in any such challenge proceeding will be on the designating Party. Frivolous challenges to a designation, and those made for an improper purpose (e.g., to harass or to impose unnecessary expenses and burdens on other parties), may expose the challenging Party to sanctions. Unless the designating Party has waived or withdrawn the designation of Protected Material, all Parties shall continue to afford the material in question the level of protection to which it is entitled under the producing Party's designation until the Court rules on the challenge.

## **VIII. ACCESS TO AND USE OF PROTECTED MATERIAL**

**8.1 Basic Principles.** A receiving Party may use Protected Material that is disclosed or produced in connection with this Action only for prosecuting, defending, or attempting to settle this Action. Such Protected Material may be disclosed only to the categories of persons and under the conditions described in this Order. Nothing in this Order shall prevent the disclosure of Protected Material to counsel for the Parties for use in this case.

1 Protected Material must be stored and maintained by a receiving Party at a  
2 location in a secure manner that ensures that access is limited to the persons  
3 authorized under this Order. When the Action has been terminated, a receiving Party  
4 must comply with the provisions of Section XII below.

5 8.2 Disclosure of Protected Material. Unless otherwise ordered by the Court  
6 or permitted in writing by the designating Party, a receiving Party may disclose any  
7 Protected Material only to the following Qualified Persons:

8 (a) The Court, its personnel, and court reporters and videographers covering  
9 depositions or other testimony;

10 (b) The Parties, including individually named Plaintiffs to this Action and  
11 anyone appointed as a next friend or guardian ad litem in this Action for any named  
12 Plaintiff;

13 (c) Defendants' counsel in this Action, and any employed or contracted  
14 support staff and other contractors or employees of such counsel with an appropriate  
15 need to know, including litigation assistants, paralegals, information technology,  
16 information or records management, investigative, secretarial, or clerical personnel;

17 (d) Attorneys employed by any Defendant to this Action, and their  
18 employees or contracted support staff with an appropriate need to know, including  
19 litigation assistants, paralegals, information technology, information or records  
20 management, investigative, secretarial, or clerical personnel, on the condition that  
21 these individuals will review the Court's Order on Plaintiffs' Motion to Proceed with  
22 Pseudonyms (Dkt. 47) prior to the receipt of any Protected Material;

23 (e) Plaintiffs' counsel in this Action and any employed or contracted support  
24 staff and other contractors or employees of such counsel assisting in this Action with  
25 an appropriate need to know, including litigation assistants, paralegals, information  
26 technology, information or records management, investigative, secretarial, or clerical  
27 personnel;

1 (f) Any other person who, in the absence of this Order, would be qualified  
2 by statute or regulation to receive or review Protected Material;

3 (g) Any Party employee or non-party who has a legitimate need to have  
4 access to the Protected Material in order to perform legitimate job functions, support  
5 a Party's defenses or claims in this Action, or testify in this action (whether in  
6 deposition or at trial);

7 (h) Any experts or consultants retained for this Action by counsel to a Party  
8 or support staff or employees for such an expert or consultant with an appropriate  
9 need to know; and

10 (i) Any mediator or neutral third party mutually agreed upon by the parties,  
11 as well as any employees or support staff for such mediator or neutral third party who  
12 have a legitimate need related to this case to have access to the Protected Material.

13 All Qualified Persons to whom Protected Material designated under this Order  
14 is disclosed are hereby prohibited from disclosing to, or otherwise discussing with,  
15 any person other than those other Qualified Persons, such designated material except  
16 as otherwise provided in this Order.

17 All persons listed in subparagraphs 8.2(g)-(h) to whom Protected Material is  
18 disclosed shall first be required to read the terms of this Order and sign a copy of the  
19 "Acknowledgement and Agreement to Be Bound" form, attached hereto as Exhibit  
20 A. Notwithstanding any other provision of this order, any Party employee or non-  
21 party who has a legitimate need to have access to the Protected Material in order to  
22 perform legitimate job functions is not required to sign Exhibit A if they are already  
23 in possession of or have access to Protected Material in the course and scope of their  
24 employment and are not aware of the identity of the individual Plaintiffs in their  
25 capacity as Plaintiffs. Further, no person shall be required to sign Exhibit A more  
26 than once.

27 If counsel for any Party is required by law or court order to disclose,  
28 disseminate, or transmit Protected Material produced under this Order to any person

1 or entity not identified herein as a Qualified Person, the name of that person or entity  
2 and the reason access is required shall be provided to counsel for the Parties no less  
3 than fourteen (14) days prior to disclosure, dissemination, or transmittal, so as to  
4 provide the designating Party sufficient time to object and seek a protective order as  
5 necessary. There shall be no disclosure after an objection has been made until the  
6 dispute has been resolved unless disclosure, dissemination, or transmission is required  
7 by law or a court order. For avoidance of doubt, the service of a subpoena shall not  
8 on its own satisfy this requirement. Any person, entity, or organization who receives  
9 Protected Material pursuant to this paragraph shall be provided with a photocopy of  
10 this Order, shall sign a copy of the "Acknowledgment and Agreement to be Bound"  
11 form, and shall abide by all the terms and conditions set forth herein unless otherwise  
12 permitted by a court order.

#### 13 **IX. FILING OF PROTECTED MATERIAL**

14 In the event a Party wishes to use any Protected Material to move the Court to  
15 resolve a matter arising from litigating this Action only, or to oppose such motion,  
16 such pleading shall be filed in accordance with Local Rule 79-5 and the Court's civil  
17 standing order. Protected Material may only be filed under seal pursuant to a court  
18 order authorizing the sealing of the specific Protected Material at issue; good cause  
19 must be shown in the request to file under seal. If a Party's request to file Protected  
20 Material under seal is denied by the Court, then the receiving Party may file the  
21 information in the public record unless otherwise instructed by the Court. Nothing in  
22 this Order shall be taken to authorize disclosure of information barred from disclosure  
23 pursuant to Local Rule 79-5.

#### 24 **X. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

25 If a receiving Party learns that, by inadvertence or otherwise, it has disclosed  
26 Protected Material to any person or in any circumstance not authorized under this  
27 Order, the receiving Party must immediately, and in no event more than five (5) days  
28 from learning of such disclosure: (a) notify the designating Party in writing of the

1 unauthorized disclosures, (b) use its best efforts to retrieve all unauthorized copies of  
2 the Protected Material, (c) inform the person or persons to whom unauthorized  
3 disclosures were made of all the terms of this Order, and (d) request such person or  
4 persons to execute the “Acknowledgement and Agreement to Be Bound” form.

## 5 **XI. NON-PARTY’S PROTECTED MATERIAL**

6 11.1 Basic Principles. The terms of this Order are applicable to information  
7 produced by a non-party in this Action and designated as “CONFIDENTIAL  
8 SUBJECT TO PROTECTIVE ORDER.” Such information produced by non-parties  
9 in connection with this litigation is protected by the remedies and relief provided by  
10 this Order. Nothing in these provisions should be construed as prohibiting a non-  
11 party from seeking additional protections.

12 11.2 Disclosure of Non-Party’s Protected Material. In the event that a Party  
13 is required by a valid discovery request to produce a non-party’s confidential  
14 information in its possession, and the Party is subject to a contractual agreement with  
15 the non-party not to produce the non-party’s confidential information, or the non-  
16 party’s confidential information is otherwise protected by statute, then the Party will:

17 (a) Promptly notify in writing the Requesting Party and the non-party that  
18 some or all of the information requested is subject to a confidentiality agreement with  
19 a non-party or is otherwise protected by statute;

20 (b) Promptly provide the non-party with a copy of the Stipulated Protective  
21 Order in this Action, the relevant discovery request(s), and a reasonably specific  
22 description of the information requested; and

23 (c) Make the information requested available for inspection by the non-  
24 party, if requested.

25 If the non-party fails to seek a protective order from this court within 14 days  
26 of receiving the notice and accompanying information, the receiving Party may  
27 produce the non-party’s confidential information responsive to the discovery  
28 request. If the non-party timely seeks a protective order, the Receiving Party will



1 not produce any information in its possession or control that is subject to the  
2 confidentiality agreement with the non-party before a determination by the court.  
3 Absent a court order to the contrary, the non-party will bear the burden and expense  
4 of seeking protection in this court of its Protected Material.

5 Nothing in Section 11.2 shall authorize the disclosure of non-parties'  
6 Protected Material that is confidential or otherwise protected from disclosure by  
7 operation of law. The parties explicitly reserve their right to bring disagreements  
8 regarding the applicability or requirements of confidentiality protections or other  
9 protections to the Court at a later date.

## 10 **XII. FINAL DISPOSITION**

11 After final termination of this lawsuit (including any appeals), counsel for the  
12 producing Party may request the destruction or return of all Protected Material in the  
13 possession of the receiving Party. Once such a request has been made, within thirty  
14 (30) days from the date of receiving such a request, the receiving Party shall destroy  
15 or return to counsel for the producing Party the Protected Material that was provided  
16 by the producing Party. If the receiving Party already had the original or a copy of  
17 the Protected Material independent of this Action and as part of its official duties and  
18 as entitled/authorized by statute/law, the receiving Party is not required to destroy or  
19 return the Protected Material. In addition, counsel for the receiving Party shall  
20 provide a written statement to counsel for the producing Party certifying that all  
21 Protected Material designated by the producing Party, including any copies thereof,  
22 have been returned to the producing Party or destroyed, provided, however, that  
23 counsel for the receiving Party may retain (i) any attorney work product; and (ii)  
24 copies of any pleadings, motions, briefs, declarations, affidavits, and deposition  
25 transcripts that contain, attach, or append Protected Material, but only to the extent  
26 necessary to preserve a file with respect to this lawsuit. Nothing in this paragraph  
27 shall require the deletion of information in litigation counsel's email maintained under  
28 their usual confidentiality practices.



1 **XIII. MISCELLANEOUS**

2       13.1 Nothing in this Order shall be construed as a waiver of any defense, right  
3 or claim by either Party, nor shall this Order affect the right of either Party to seek  
4 additional protection against the disclosure of any information, documents or  
5 materials, or of the Parties to seek additional disclosures.

6       13.2 Nothing in this Order shall be construed as a waiver of any right to  
7 otherwise object to disclosing or producing any information or item on any ground  
8 not addressed in this Order. Similarly, no Party waives any right to object on any  
9 ground to use as evidence any of the material covered by this Order.

10       13.3 Counsel for the party designating any document as Protected Material  
11 may, at its option and without Court approval, agree to release any of the Party's own  
12 Protected Material from the requirements of this Order, except to the extent such  
13 disclosure is otherwise prohibited by applicable law or the material at issue contains  
14 or reflects Protected Material of a non-party or other Party.

15       13.4 Nothing in this Order shall limit or in any way restrict Defendants' agents  
16 and employees from discussing the cases of individuals whose Protected Material is  
17 protected by this Order or disclosing Protected Material in order to carry out their  
18 legitimate job functions. Nothing in this Order shall restrict Defendants from  
19 performing statutory obligations or statutorily authorized functions as they pertain to  
20 such individuals, and Defendants may not be held liable for executing such authority  
21 in ordinary course, notwithstanding this Order

22       13.5 Nothing in this Order restricts a Party or counsel from using or  
23 disclosing: (1) publicly available information or (2) Protected Material that lawfully  
24 came into the possession of the Party independent of any disclosure, exchange, or  
25 production of Protected Material in this lawsuit. Any use of publicly available  
26 information or Protected Material in this Action must be done in compliance with the  
27 protections of the Court's Order on Plaintiffs' Motion for Leave to Proceed Using  
28 Pseudonyms (Dkt. 47).

1           13.6 This Order shall not preclude Plaintiffs' Counsel from using the  
2 information obtained through discovery production to contact members of a putative  
3 or certified class in this Action for purposes of this case.

4           13.7 The Parties may seek to modify this Order through a written agreement  
5 signed by counsel for all Parties and approved by the Court. In the event that all  
6 Parties do not agree to a proposed modification, each Party reserves the right to seek  
7 leave of the Court to modify this Order.

8           13.8 This Order shall be binding upon any present or future party to the *Ocean*  
9 *S. et al. v. Los Angeles County, et al.*, No. 2:23-cv-06921-JAK-E (C.D. Cal.)

10          13.9 Within seven (7) court days of entry of this Order, Counsel for Plaintiffs  
11 shall reveal to Counsel for Defendants the name, mother's maiden name (if available),  
12 and date of birth of each named Plaintiff. Such information shall be deemed Protected  
13 Material unless and until an order of the Court determines otherwise.

14  
15 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

16  
17 Dated: December 22, 2023

By: /s/ Grant A. Davis-Denny  
Grant A. Davis-Denny  
grant.davis-denny@mto.com  
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*Attorney for Plaintiffs*

18  
19  
20  
21  
22  
23  
24 Dated: December 22, 2023

By: /s/ Farbod S. Moridani  
Farbod S. Moridani (SBN 251893)  
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1 Telephone: (310) 552-4400  
2 Facsimile: (310) 552-8400  
3 *Attorney for County Defendants*

4 Dated: December 22, 2023

5 By: /s/ Andrew Z. Edelstein  
6 Andrew Z. Edelstein  
7 andrew.edelstein@doj.ca.gov  
8 California Department of Justice  
9 300 S Spring St, Ste 1702  
10 Los Angeles, CA 90013-1256  
11 Deputy Attorney General  
12 *Attorney for State Defendants*

13 Pursuant to Local Rule 5-4.3.4(a)(2)(i),  
14 I certify that all of the above signatories  
15 concur in this filing's content and have  
16 authorized the filing.

17 By: /s/ Grant A. Davis-Denny  
18 Grant A. Davis-Denny  
19 grant.davis-denny@mto.com  
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21 350 South Grand Avenue, Fiftieth Floor  
22 Los Angeles, California 90071-3426  
23 Telephone: (213) 683-9100  
24 Facsimile: (213) 687-3702  
25 *Attorney for Plaintiffs*

26 Dated: December 22, 2023

27 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

28 DATED: 12/27/2023 /s/ Charles F. Eick  
United States Magistrate Judge Charles F. Eick

1 **EXHIBIT A**

2  
3 **ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND**

4 I \_\_\_\_\_, am aware of the litigation in *Ocean S. et al. v.*  
5 *Los Angeles County, et al.*, No. 2:23-cv-06921-JAK-E (C.D. Cal.) in the capacity of  
6 \_\_\_\_\_. I do solemnly swear or aver that I am fully familiar  
7 with the terms of the Stipulated Protective Order (“Protective Order”) in the above  
8 referenced matter and hereby agree to comply with and be bound by its terms and  
9 conditions unless and until it is modified by further Order of the United States District  
10 Court for the Central District of California (“Court”). I understand that any Protected  
11 Material disclosed to me in that capacity, including the names of the plaintiffs and  
12 putative class members, shall not be disclosed, disseminated, or distributed to any  
13 person who is not authorized to receive it in accordance with the Protective Order. I  
14 understand that nothing in the Protective Order shall limit or in any way restrict me  
15 from discussing the cases of individuals whose Confidential Information is protected  
16 by this Order in order to carry out my legitimate job functions. I understand that  
17 nothing in the Protective Order shall restrict me from performing statutorily  
18 authorized functions as they pertain to such individuals, and I will not be held liable  
19 for executing such authority in the ordinary course, notwithstanding the Protective  
20 Order. For these reasons, I specifically acknowledge consent and agree to the  
21 disclosure requirements, limits and restrictions of the Protective Order and hereby  
22 consent to the jurisdiction of the Court for purposes of enforcing this Order, even if  
23 such enforcement proceedings occur after termination of this Action.

24  
25 Executed this \_\_\_\_ day of \_\_\_\_\_ by \_\_\_\_\_  
26 (Print Name)

27  
28 Signed \_\_\_\_\_